

<p style="text-align: center;">Open Solicitation Plan For Open Solicitation #1068350 – Veterinarians and Veterinarian Assistants</p>

As required by Montgomery County Procurement Regulations, Code of Montgomery County (the "County") Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Department of Police is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County, Maryland.

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the County Office of Procurement website.
- (2) Application Process – The Department of Police Contract Team will mail out the solicitation packet for this Open Solicitation to all providers who express an interest in applying to provide the services. The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions to Vendors; and 3) the pre- approved Form Contract including the Scope of Services and General Conditions of Contract Between County and Contractor and other attachments. Applicants will be required to sign the Application Form (Attachment B) to the Pre-Approved Form Contract stating that they have received the solicitation packet and understand the requirements of this Open Solicitation.
- (3) Criteria for accepting or rejecting applications – The Pre-Approved Form Contract contains the minimum qualifications for services upon which applicants will be accepted. Applications will be reviewed by Police staff for acceptance or rejection, based on the minimum qualifications.

All applicants meeting the minimum qualifications listed in the Pre-Approved Form Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. The selected providers will be placed on the list of current contracts for the County's Animal Services Division, Department of Police and will be selected to provide services on a rotating basis in the order in which the contracts are executed, unless a unique skill set is required, in which case the County may contact the provider with the unique skills required for a particular assignment, even if that provider is not up next in the rotation. For example, if five contracts are executed as a result of this Open Solicitation, the County would contact Provider A for the first assignment, and Provider B for the second assignment. If Provider C was not available, the County would contact Provider D and Provider C would move to the bottom of the list, placing Provider E next in the rotation. If Provider B has skills that the other providers do not have, and the County requires the particular skills of Provider B for an assignment, the County may make an assignment out of order to Provider B even if Provider B was not up next in the rotation.

- (4) Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the Form Contract), including the General Conditions of Contract Between the County and Contractor ("General Conditions"), without modification. The County reserves the right to update Attachment E through I to this solicitation.
- (5) Cost – The cost of contracts will not exceed available appropriations. Funds will be encumbered under a contract specifically for the services to be provided under the Contract(s) resulting from this Open Solicitation.
- (6) Cancellation – The County reserves the option to cancel this Open Solicitation at any time.
- (7) Award of a contract under this Open Solicitation is subject to fiscal appropriations.

OPEN SOLICITATION #1068350
Veterinarians and Veterinarian Assistants
NOTICE TO VENDORS

Montgomery County, Maryland (the "County"), through its Department of Police, Animal Services Division (ASD) is seeking applications from qualified Contractors to provide veterinarian and veterinarian assistant services. ASD serves and protects all animals and citizens in Montgomery County with dedication and compassion. The goal of the ASD is to strengthen the human-animal bond through education, humane law enforcement, and by promoting responsible guardianship.

Montgomery County intends to enter into multiple contracts resulting from this solicitation. Work assignments will be made on a rotating basis in the order in which the contracts are executed, unless a unique skill set is required, in which case the County may contact the provider with the unique skills required for a particular assignment, even if that provider is not up next in the rotation. For example, if five contracts are executed as a result of this Open Solicitation, the County would contact Provider A for the first assignment, and Provider B for the second assignment. If Provider C was not available, the County would contact Provider D and Provider C would move to the bottom of the list, placing Provider E next in the rotation. If Provider B has skills that the other providers do not have, and the County requires the particular skills of Provider B for an assignment, the County may make an assignment out of order to Provider B even if Provider B was not up next in the rotation. -

Compensation for services rendered under a Contract resulting from this Open Solicitation will be paid at the following fully burdened rates:

Veterinarian	\$75.00 /per hour
Veterinarian Assistant	\$20.00/per hour

Under no circumstances will the payment exceed the above established rates.

The County reserves the option to cancel this Open Solicitation at any time.

Award of a Contract under this Open Solicitation is subject to fiscal appropriations. The County's fiscal year starts on July 1 and ends on the following June 30.

All applicants meeting the minimum qualifications listed in the Pre-Approved Form Contract of this Open Solicitation will be awarded a contract for services, however, this does not guarantee that any Contractor will receive a minimum amount of work.

All Contractors being awarded a contract must maintain the insurance limits set forth in the Form Contract at all times during the term of the Contract regardless of the amount of business received from the Contract.

OPEN SOLICITATION #1068350
Veterinarians and Veterinarian Assistants
INSTRUCTIONS TO VENDORS

The County will enter into a contract with all applicants who meet the minimum qualifications as stated in Article III, Minimum Qualifications of the Pre-Approved Form Contract and are found to be a responsible organization/individual. The County will execute the contract and return a copy to the applicant. The executed Pre-Approved Form Contract with all Attachments will constitute the entire Contract. Please keep a copy of all these documents for your records. The applicant must sign the County's Pre-Approved Form Contract which includes the General Conditions of Contract Between County and Contractor and other Attachments, as written with no modification.

Questions related to the technical information in this Open Solicitation should be directed to Thomas Koenig at 240-773-5225.

Questions related to the application/contract process and insurance requirements may be directed to Patricia Ross at 240-773-5234.

I. Submission Documents: The following items must be submitted:

1. Form Contract and Contract Attachments—the form contract must be filled out completely and submitted along with the Attachments. Please follow these steps:
 - A. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
 - B. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
 - C. Submit all the pages of the Form Contract (not just the signature page) along with the General Conditions of Contract Between County & Contractor, (Attachment A); and the following attachments which must be completed in their entirety or the application will be rejected;
 - D. Attachment B, Application Form
 - E. Attachment C, "Minority, Female Disabled (MFD) Person Subcontractor Performance Plan" – Please submit your MFD plan or request a waiver.
 - F. Attachment D, "Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor"
 - G. Attachment E, "Minority Business program & Offeror's Representation" – this form may be filled out and submitted if applicable to the applicant's organization.
 - H. Attachment F, County Administrative Procedures 6-1 and 6-7.
 - I. Attachment G-1, Independent Contractor Acknowledgment, Attachment G-2, Contractor Employee Acknowledgement.
2. A copy of license to practice veterinary medicine in the State of Maryland.
3. A list of qualifications and related experience. The veterinarian providers require 1 to 3 years of related experience and the veterinary assistant requires at least two years of related experience.
4. Certificate of Insurance that provides evidence of meeting the Mandatory Insurance Requirements set forth in Article VI of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
5. Proof of Legal Name
 - Articles of Incorporation, and Articles of Amendment (if applicable)

- W-9 Form or copy of Social Security card if Sole Proprietorship.
6. Proof of tax-exempt status; IRS Determination Letter (if applicable).

II. Instructions:

As directed above in Section I., please complete, attach, and send all Submission Documents to:

Montgomery County, Maryland
Department of Police- Procurement Manager
Management and Budget Division, Procurement and Logistics Section
100 Edison Park Drive, 3rd Floor
Gaithersburg, Maryland 20878

If your application meets the minimum qualifications listed in the Pre-Approved Form Contract, the County will execute the contract and return a copy to you.

A copy of the County's General Conditions of Contract Between County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be attached as Attachment A to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. You must sign the County Pre-Approved Form Contract as written, and return it, with all attachments, to the County for execution by the Office of Procurement. The Police Department Contract Team will forward a copy of the executed contract to you.

No services may be provided until you receive notice from the County that the contract has been executed and receive an executed purchase order and request for services from the County.

The County makes no guarantee that any single contractor will receive referrals to provide services under a contract resulting from this Open Solicitation.

Award of a contract under this Open Solicitation is subject to fiscal appropriations. The County reserves the right to cancel this Open Solicitation at any time. Compensation for services rendered under this Contract resulting from this Open Solicitation will be paid at the current rates for Montgomery County Fiscal Year 17 (July 1, 2016 through June 30, 2017) noted in the Notice to Vendors for Veterinary and Veterinary Assistant Services for Open Solicitation #1068350.

<http://www.montgomerycountymd.gov/pol/chief/bureaus/management/mgmtbudget/InformalSolicitations.html>

If this site changes the County will issue an Addendum to this Open Solicitation which will specify the updated site where the current rates are posted.

OPEN SOLICITATION #1068350
ATTACHMENT B

APPLICATION FORM

CONTRACTOR LEGAL NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____@_____

NAME AND TITLE OF MAIN CONTACT PERSON: _____

APPLYING FOR: (check applicable)

Veterinarian _____ Veterinarian Assistant _____

I ACKNOWLEDGE RECEIVING, READING, UNDERSTANDING AND AGREEING TO PERFORM THE SERVICES AS DELINEATED IN THE SOLICITATION PACKAGE AND THE FORM CONTRACT, UNDERSTAND THE REQUIREMENTS OF THIS SOLICITATION AND ACCEPT THE FEE SCHEDULE FOR SERVICES.

THE ENTITY APPLYING FOR A CONTRACT UNDER THIS SOLICITATION HAS THE CAPACITY, STAFF, QUALIFICATIONS, LICENSING, FINANCIAL STABILITY AND EXPERIENCE TO PERFORM SERVICES AS REQUIRED.

SIGNATURE: _____ DATE: _____

TITLE: _____

PRINTED NAME OF PERSON SIGNING THIS APPLICATION FORM:

OPEN SOLICITATION #1068350

Contract ____

The County seeks to enter into multiple contracts with qualified entities which can provide veterinarian or veterinary assistant services.

Intent

It is the intent of the Montgomery County Department of Police to enter into contracts with qualified entities who can provide veterinarian services or veterinarian assistant services for the animals housed at the Montgomery County Department of Police, Animal Services Division in collaboration with the ASD Chief Veterinarian.

I. SCOPE OF SERVICES

The Contractor must provide veterinarian or veterinarian assistant services upon the request of the County and as described in this Contract.

The work required under this Contract will be conducted at the Montgomery County Department of Police, Animal Services Division located at 7315 Muncaster Mill Road, Derwood, Maryland.

1. Veterinarian

The Contractor must provide the services of a Maryland Licensed Veterinarian which meets the following specifications:

HOURS OF SERVICE: The typical hours during which veterinarian services may be required will fall between 7 a.m. and 7 p.m.; on occasion these hours may be adjusted to cover specific tasks or activities to include, weekend coverage or coverage for special events

NATURE AND VARIETY OF WORK: The Veterinarian must assure all animals in care receive prompt and proper medical care and continued monitoring for individual health and welfare. The Veterinarian must manage medical and surgical care with the shortest length of stay in mind yet still in the best interest of the individual animal. The Veterinarian must perform spay and neuter surgeries in addition to other surgical procedures as necessary. The Veterinarian must maintain accurate and thorough record-keeping for each individual animal. The Veterinarian must provide medical expertise and assistance to the Animal Services Division staff on-site, in the field, and in court as requested by the County. In accordance with State of Maryland licensing requirements for veterinarians, the veterinarian must also professionally monitor the work of the registered veterinary technicians and veterinary assistants as needed to perform daily duties.

2. Veterinary Assistant

The Contractor must provide the services of a Veterinary Assistant which meets the following specifications:

HOURS OF SERVICE: Typical hours will fall between 7 a.m. and 7 p.m.; on occasion these hours may be adjusted to cover specific tasks or activities

NATURE AND VARIETY OF WORK: The Veterinary Assistants must perform the following duties:

- assist veterinarians in their daily duties;
- clean cages, walk dogs, ensure animals have fresh food and water at least twice a day;

- perform low stress restraint of a variety of species including, but not limited to, dogs, cats, ferrets, guinea pigs, reptiles, rabbits and birds;
- administer prescribed medications to the animals;
- clean, wrap and sterilize surgical instruments;
- maintain clear, thorough and complete records for each animal treated;
- cleaning of veterinary suite including but not limited to sweeping, mopping, cleaning countertops, empty trash;
- cleaning dirty towels and food/water bowls;
- restocking supplies including but not limited to syringes, needles, towels and bowls for cages, etc.;
- other misc. duties; and
- assist with euthanasia of animals as needed.

3. County Responsibility

1. The County will monitor and review the work being performed by each Contractor under this Contract.

4. Reports

1. The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month for services described in this Contract.

II. COMPENSATION

- a. The County will compensate and the Contractor agrees to invoice the County for services provided under this Contract at the following fully burdened rate(s):

Veterinarian	\$ 75.00/per hour
Veterinarian Assistant	\$20.00/per hour

- b. No services will be performed or compensated under this Contract without the Contractor's receipt of a County purchase order for a specific period during which services will be performed.
- c. The Contractor will invoice and be compensated for no more than the rates specified above.

III. MINIMUM QUALIFICATIONS

The Contractor must ensure that any personnel providing services under this Contract meet the following minimum qualifications during all terms of this Contract:

- i. All veterinarians working under this Contract must have a current license to practice veterinary medicine issued by the State of Maryland.
- ii. The Contractor must accept the County established rates for services described in Open Solicitation # 1068350 and as set forth in the County's currently defined rates in Article II. Compensation, Paragraph A of this Contract. No additional fees for services may be charged to the County aside from the fee schedule set forth in this Contract.
- iii. The Contractor must comply with the County's mandatory insurance requirements as set forth under Article VI of this Contract and must provide insurance certificate(s) evidencing the required insurance coverage which must remain in force without lapse during all terms of this Contract.
- iv. Vet Education/Experience/Licenses:

1. Education: Graduation from an accredited veterinary school with a degree of Doctor of Veterinary Medicine, or from an accredited university and a Maryland DVM License.

2. Experience: Completion of one (1) year post graduate work. Veterinarians must have 1 to 3 years of experience with a high quality, high volume spay/neuter facility.
3. License: At time of selection, possession of a valid license to practice veterinary medicine issued by the Maryland State Medical Examiners; and Federal and State licenses to prescribe drugs, from the Drug Enforcement Agency, respectively.
- v. Veterinarian Assistants must have at least two (2) years of experience in a veterinary hospital or clinic.

IV. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month. The Contractor must include, at a minimum, on each invoice, the Contractor's name, address, contract number, purchase order number, the hours and services provided, the date(s) the service provided and the amount that is due based on the hourly rate set forth in this Contract. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, within 30 days, at the rates specified in Article II, Compensation. All required reports and other supporting documentation must be provided with the Contractor's monthly invoice. Invoices must be sent to the Program Monitor designated by the County.

V. TERM

This Contract is effective upon signature by the County's Director, Office of Procurement, and is for a two-year term. Before the contract term ends, and subject to fiscal appropriations, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional two-year terms.

VI. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract Between County and Contractor are incorporated by reference and made a part of this Contract as Attachment A. Prior to the execution of the contract by the County, the Contractor must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland.

The following minimum insurance requirements supersede those outlined in Provision #21 of the General Conditions:

MANDATORY MINIMUM INSURANCE REQUIREMENTS - Open Solicitation 1068350

Veterinarian and Veterinary Assistants - On site at the Animal Services Division Working with Animals as Needed Under the Direction of the ASD Chief Veterinarian

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary.

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least ***one million dollars (\$1,000,000)*** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the minimum insurance coverage specified.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County Police Department, Headquarters
Procurement & Logistics Section / Patti Ross
100 Edison Park Drive, 3rd floor
Gaithersburg, MD 20878

VII. COMPUTER RESOURCES SECURITY

The Contractor may be afforded remote access privileges to County Information Resources, or otherwise work on, or interface with, County Information Resources, and must ensure that the County's Information Resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). The Contractor must adhere to

any and all policies and procedures under, or related to, the County's Information Resources Security Procedure (AP 6-7), which is expressly attached to this Contract as Attachment F incorporated by reference into, and made a part of this Contract as Attachment F.

The County's Information Resources Security Procedure (AP 6-7) references the County Computer Security Guideline and the County's Administrative Procedure 6-1. The County Computer Security Guideline (September 2010 version) and Administrative Procedure 6-1 are included in Attachment F, incorporated by reference into, and made a part of this contract.

VIII. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

1. For the purposes of this Contract, the Contractor's personnel engaged by the Contractor to perform services under this Contract are the employees, consultants, and workers of the Contractor. The Contractor's personnel are not employees of Montgomery County. The Contractor's personnel must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel may be mistaken for a County employee, the Contractor's personnel must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.
2. The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide services, including professional services upon the request of the County, as stipulated in this Contract for veterinarian and veterinarian assistant services. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of veterinarian and veterinarian assistant services.
3. The Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor to provide services under this Contract.
4. The Contractor must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers compensation for persons who work for the Contractor under this Contract.
5. The Contractor's personnel in the provision of providing the services under this Contract are not entitled to the use of, and must not use, County vehicles.
6. The Contractor's personnel are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.
7. The Contractor, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.
8. Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's, including, but not limited to pamphlets, surveys, evaluations, training

materials and customized software. Any materials, records, or reports produced by the Contractor's personnel performing work under this Contract are the County's property.

9. The County will own all work products produced by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The Contractor will have no such rights to work products produced for the County.

10. The Contractor must ensure that all personnel assigned to the County (to provide services under this Contract have provided a signed and witnessed copy of the following documents, as appropriate as determined by their status with the Contractor or subcontractor:

- 1) Attachment G-1– Independent Contractor Acknowledgement; and
- 2) Attachment G-2 – Contractor Employee Acknowledgement.

IX. PRIORITY OF DOCUMENTS

1. This Contract document;
2. The General Conditions of Contract Between County And Contractor (**Attachment A**);
3. The Open Solicitation Application Form (**Attachment B**);
4. "Minority, Female Disabled (MFD) Person Subcontractor Performance Plan" (**Attachment C**)
5. "Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (**Attachment D**); and
6. "Minority Business program & Offeror's Representation" (**Attachment E**), – this form may be filled out and submitted if applicable to the applicant's organization.
7. Administrative Procedures 6-1 and 6-7, collectively (**Attachment F**); and
8. Independent Contractor Acknowledgement (**Attachment G-1**) and Contractor Employee Acknowledgement (**Attachment G-2**).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE
OPEN SOLICITATION #1068350
Contract # _____

This Contract, which incorporates by reference: the Instructions to Vendors, the Notice to Vendors, the Approved Form Contract with attached General Conditions of Contract Between County and Contractor, Attachment A -through G, the completed Application Form, copies of which have been provided to the Contractor, is entered into this day of _____, _____ by and between (the "Contractor") and Montgomery County, Maryland (the "County"). This Contract will become effective on the date of signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

Part A: Contractor's Offer to Provide Services:
(Prospective Contractor Must Complete this section)

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

Cherri Branson, Director, Office of Procurement

Contracting Corporation, Partnership, Limited Liability
Company OR Proprietorship

Recommended:

Luther Reynolds, Assistant Chief
Department of Police

Date _____

Entity Name (printed or typed)

Signature* _____

Title _____

Date _____

*** Must be signed by corporate officer or person legally authorized to bind organization to a contract**

THE OFFICE OF THE COUNTY ATTORNEY HAS APPROVED THIS FORM AS TO FORM AND LEGALITY.

Attachment A

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;

- (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement,
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awarders/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				See
Accident (each)	100	100	100	Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	

Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury		250	500	See
each person	100	500	1,000	Attachment
each occurrence	300			
Property Damage		300	300	
each occurrence	300			
Professional Liability*	250	500	1,000	See Attachment
for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000				

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

(Remainder of Page Intentionally Left Blank)

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

27. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

28. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

Attachment B

OPEN SOLICITATION #1068350
ATTACHMENT B

APPLICATION FORM

CONTRACTOR LEGAL NAME: _____

ADDRESS:

TELEPHONE: _____

EMAIL: _____ @ _____

NAME AND TITLE OF MAIN CONTACT PERSON: _____

APPLYING FOR: (check applicable)

Veterinarian _____ Veterinarian Assistant _____

I ACKNOWLEDGE RECEIVING, READING, UNDERSTANDING AND AGREEING TO PERFORM THE SERVICES AS DELINEATED IN THE SOLICITATION PACKAGE AND THE FORM CONTRACT, UNDERSTAND THE REQUIREMENTS OF THIS SOLICITATION AND ACCEPT THE FEE SCHEDULE FOR SERVICES.

THE ENTITY APPLYING FOR A CONTRACT UNDER THIS SOLICITATION HAS THE CAPACITY, STAFF, QUALIFICATIONS, LICENSING, FINANCIAL STABILITY AND EXPERIENCE TO PERFORM SERVICES AS REQUIRED.

SIGNATURE: _____ DATE: _____

TITLE: _____

PRINTED NAME OF PERSON SIGNING THIS APPLICATION FORM:

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

Attachment C

MONTGOMERY COUNTY, MARYLAND MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____ % of the total dollars awarded to Contractor.

- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.
A Certification Letter must be attached.
For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Cherri Branson
Office of Procurement

Date: _____

Director
Cherri Branson
Office of Procurement

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code ("WRL" or "11B-33A"). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (h)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. For an existing County Contract, if an applicable collective bargaining agreement (CBA) that existed prior to May 10, 2016, governs the parties, then that CBA controls. If the term of the CBA mentioned in the preceding sentence ends during the Contract, the WRL will then control.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3), must specify, in each bid or proposal, the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance coverage the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A. Section 11B-33A (c)(3).
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the requirements in 11B-33A. Section 11B-33A (i).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents. Section 11B-33A (e)(2).
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL. Section 11B-33A (i)(3).
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL. Section 11B-33A (i)(4).
- I. In the event of a breach of this contract as a result of a contractor's or subcontractor's violation of the WRL, the County may seek its available remedies, which include but are not limited to liquidated damages, withholding of payment, and recoupment of audit costs that are described below. The Contractor is jointly and severally liable for any noncompliance by a subcontractor. An aggrieved employee, as a third-party beneficiary, may by civil action against the violating Contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, including filing a complaint under the WRL. Section 11B-33A (i)(5). Furthermore, the contractor expressly acknowledges that the County may assess liquidated damages against the Contractor in the event that it, as a covered employer, fails to pay the required wage, or violates the wage reporting or payroll records reporting requirement found at 11B-33A (g), including its providing late or inaccurate payroll records.

(i) Liquidated Damages

The County may assess liquidated damages for any noncompliance by contractor or its subcontractor at the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. The Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under the WRL are difficult to reasonably ascertain, and that the liquidated damages provided for in this paragraph is a fair and reasonable estimate of damages the County would incur as a result of contractor's or subcontractor's violation of the WRL.

(ii) Withholding of Payment

If the Director determines that a provision of the WRL has been violated, the Director must issue a written decision, including imposing appropriate sanctions and assessing liquidated damages (as outlined above) and audit costs (as outlined below), and may withhold from payment due the contractor, pending a final decision, an amount sufficient to: (a) pay each employee of the contractor or subcontractor the full amount of wages due under the WRL; (b) reimburse the County for audit costs; and (c) satisfy a liability of a contractor or subcontractor for liquidated damages.

(iii) Audit Costs

If the County determines, as a result of a WRL audit, that the Contractor has violated requirements of the WRL, the Contractor must reimburse to the County the cost incurred by the County in conducting the audit. Section 11B-33A (i)(2)(C).

- J. The County must conduct, and the contractor or subcontractor must comply with, random or regular audits to assure compliance with the WRL. Section 11B-33A (i)(2). The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page:
<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this Contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the 14th day of the month following the end of each quarter (January, April, July, October); documents requested in conjunction with a random or regular audit by the County; or, documents otherwise requested by the Director. Section 11B-33A (g)(2).

If a contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract.

For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov.

Wage Requirements Law Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County's Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ A. **Wage Requirements Compliance**

This Contractor, as a "covered employer", must comply with the requirements under Montgomery County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or "WRL"). Contractor and its subcontractors must pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required gross wage rate effective at the time the work is performed. For employees who are not paid an hourly wage, Contractor's compliance with the WRL must be measured by dividing the amount paid to the employee each pay period by the number of hours worked by that employee during each pay period. A covered employer must not make any deduction for any item necessary for an employee to perform the essential job function unless the deduction is permitted by Executive Regulation. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit, within 14 days after the end of each quarter (by the 14th of January, April, July, and October, for the quarter ending the preceding month), certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the WRL. The payroll records must contain a statement signed by the contractor or subcontractor certifying that the payroll records are correct and the wage rates paid are not less than those required by the WRL. These payroll records must include the following: name, address and telephone number of the contractor or subcontractor; the name and location of the job; and each employee's name, current home address, daily straight time and overtime hours, total straight time and overtime hours for the payroll period, rate of pay, fringe benefits by type and amount, gross wages, race and gender of the employee, and the employer and the employee share of any health insurance premium provided to the employee. The Contractor must ensure that **NO** Social Security number of any person, other than the last four digits, is included on the quarterly report. A sample, blank Payroll Report Form, for your use and completion, can be found at: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html> . The above must be submitted to the

Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager
(preferably via email to WRL@montgomerycountymd.gov),

Each Contractor must: keep payroll records covering work performed on a contract covered by the WRL for not less than 5 years after the work is completed; and, subject to reasonable notice, permit the County to inspect the payroll records at any reasonable time and as often as the County deems necessary. If the Contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the Contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract. A violation of the WRL, including the late submission or non-submission of the information noted above, may result in action by the County, including: (a) withholding contract payments, reducing payment amounts, or otherwise assessing damages against Contractor, in an amount sufficient to: (i) pay each employee of the Contractor or subcontractor the full amount of wages due under the WRL; (ii) reimburse the County for audit costs; or (iii) satisfy a liability of a contractor or subcontractor for liquidated damages; (b) terminating the contract; or, (c) otherwise taking action to enforce the contract or the WRL. Violation of the WRL may also result in a finding of non-responsibility for a future contract, or may form the basis for debarment or suspension.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved – [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1).
- ☐ 3. a public entity. Section 11B-33A (b)(2).
- ☐ 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).
- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

☐ **C. Nonprofit Wage & Health Information**

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2). Also, the contractor must provide proof of its 501(c)(3) status (i.e. Letter from the IRS).

☐ **D. Nonprofit's Comparison Price(s) (if desired)**

This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the Solicitation, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your

nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, and must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

☐ E. Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employee other than the sole proprietor; and
- (3) will inform the Montgomery County Division of Business Relations and Compliance if the sole proprietor employs any worker other than the sole proprietor.

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adhere to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or Printed Name		Date	

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	

Please provide below the employee labor category of each employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category. This information is collected for statistical reporting purposes only.

[illegible]

* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.	6-1
PAGE	1 OF 8
DATE	9/2/10
CAO APPROVAL	<i>[Signature]</i>

TITLE

Use of County-Provided Internet, Intranet, and E-mail Services

PURPOSE

- 1.0 To establish an administrative procedure governing the use of County-provided Internet, intranet, and electronic mail services by County employees. The County maintains intranet and Internet access for its employees for the purpose of improving productivity, professional development, and the level of service to the people of our community.

DEFINITIONS

- 2.0 Department of Technology Services (DTS) - A department in the executive branch that is responsible for automated information systems and telecommunications technology.
- 2.1 CIO - Chief Information Officer and DTS Department Head
- 2.2 Personal Use - Activity that is conducted for purposes other than accomplishing official or otherwise authorized activity.

POLICY

- 3.0 Internet, intranet, and electronic mail (email) services are provided to County employees and persons legitimately affiliated with the business of the County government for the efficient exchange of information and the completion of assigned responsibilities that are consistent with the County's purposes.
- 3.1 Employees must use County-provided Internet, intranet, and email services responsibly and professionally, and must not use Internet, intranet, or email services in a manner that violates any applicable federal, State, or Montgomery County law, regulation, or policy, including those contained in the County's Administrative Procedures.
- 3.2 A County employee may use County-provided Internet, intranet, or email services for personal purposes on only a limited, reasonable basis, and in accordance with this administrative procedure. However, employees must act reasonably to minimize personal use of County-provided Internet, intranet, and email services. Personal use of County Internet, intranet or email services by employees should mainly be during personal time (before and after work or during lunch time). Such use must be kept to a minimum, must not increase or create additional expense to the County and must not disrupt the conduct of service or performance of official duties.
- 3.3 An employee's use of County-provided Internet, intranet, or email services indicates consent to this administrative procedure, and to the County's access and monitoring, for legitimate business purposes (including a non-investigatory work-related search or investigatory search of suspected work-related misfeasance), of his/her electronically stored email messages and computer files, and any other data related to the employee's use of the County's Internet, intranet, and email services.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-1

PAGE 2 OF 8

DATE
9/2/10

CAO APPROVAL
FK

TITLE

Use of County-Provided Internet, Intranet, and E-mail Services

- 3.4 Any employee who is in violation of this administrative procedure may be subject to disciplinary action, including dismissal, and other legal remedies available to the County, in accordance with applicable federal, State, or Montgomery County laws and regulations, including Personnel laws and Regulations, and Ethics Laws, currently codified at Chapter 33, Appendix F, and Chapter 19A of the County Code, respectively, and applicable collective bargaining agreements, as amended.

GENERAL

CONNECTING TO INTERNET, INTRANET, AND EMAIL SERVICES

- 4.0 County employees may connect to County-provided Internet, intranet, or email services only through:
- A. Personal Computers (PCs) such as desktops and laptops connected to the County's computer network via the County's secure enterprise Internet service connection; or
 - B. Stand-alone (non network-connected or temporarily disconnected) PCs via a private Internet Service Provider (ISP), such as America On-Line (AOL), or via a DTS-sanctioned remote access method.
- 4.1 Any PC that connects to County-provided Internet, intranet, or email services must have up-to-date antivirus software and current updates for Windows operating system software installed on it and must be configured to actively protect against virus infections and periodically scan the PC to check for viruses.
- 4.2 Costs incurred by the County for ISP connections to stand-alone PCs are the responsibility of the using department. Employees must obtain department approval prior to obtaining a County-provided ISP connection.

PROHIBITED USER CONDUCT

- 4.3 Employees must use County-provided Internet, intranet, and email services in accordance with this administrative procedure and all applicable laws, regulations, and policies. Prohibited conduct, including personal use, includes:
- A. Accessing, sending, forwarding, storing, or saving on County PCs or servers any material that is offensive, demeaning or disruptive, including messages that are inconsistent with the County's policies concerning "Equal Employment Opportunity" and "Sexual Harassment and Other Unlawful Harassment," for any reason other than for purposes of eliminating this type of material from County systems. The act of inadvertently opening an email that contains this type of material does not, itself, constitute a violation of this policy.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-1

PAGE OF
3 8

DATE
9/2/10

CAO APPROVAL

FK

TITLE

Use of County-Provided Internet, Intranet, and E-mail Services

- B. Personal use beyond that permitted by this policy.
- C. Any use prohibited by federal, State, or County law.
- D. Employees may not modify computer equipment for personal purposes. This would include loading of personal software, non-County supplied software; "shareware" and/or "freeware"; animated (executable) screen savers or peer-to-peer software packages. Examples of inappropriate personal configuration include adding unauthorized wireless network cards, use of external storage devices that contain applications, and communications or video components not supplied or tested by the County.
- E. Using the County's Internet, intranet, or email services to gain unauthorized access to County or other system resources.
- F. Using the County's Internet, intranet, or email services for gambling or other illegal or County-prohibited activities.
- G. Using the County's Internet, intranet, or email services for private gain or profit.
- H. Infringing upon computer software and data protected by copyright intellectual property rights and/or license laws.
- I. Using the County Internet, intranet, or email services or applications to publish and/or represent (expressly or implicitly) personal or unofficial opinions as those of the County.
- J. Any personal use that could cause congestion, delay or disruption of service to any County system or equipment. This may include, but not limited to:
 - 1. "Chain" or unnecessary "Reply All" emails; and
 - 2. Downloads of video, sound or other large, non-work related files.
- K. Sending broadcast messages to all, or the majority of, County e-mail users without obtaining prior approval from the Chief Administrative Officer (CAO), in accordance with County information technology policies and procedures.

COUNTY OWNERSHIP, MONITORING, CONTROL, AND DISCLOSURE

- 4.4 All County-provided electronic systems, hardware, software, temporary or permanent files and any related systems or devices used in the transmission, receipt or storage of Internet, intranet, or email communications are the property of, or licensed to, the County.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-1

PAGE 4 OF 8

DATE 9/2/10

TITLE

Use of County-Provided Internet, Intranet, and E-mail Services

CAO APPROVAL

A handwritten signature in black ink, likely of the County Administrator, over the CAO APPROVAL text.

- 4.5 Any information transmitted or received by employees using the County's Internet, intranet, and email services, or stored on the County's computer resources, is the property of the County and, therefore, is not considered private. This includes email from an employee's personal account, such as Hotmail or AOL, if that email is stored on the County's computer resources.
- 4.6 Internet, intranet, and email electronic files and messages may be retrieved from storage by the County and its agents without prior notice to an employee, even if the electronic files and messages have been deleted by the sender or receiver. These messages and files may also be used by the County in disciplinary or other proceedings.
- 4.7 Employees must take appropriate measures to prevent unauthorized access to confidential information when using the County's Internet, intranet, and email services, in accordance with applicable federal, State, or Montgomery County laws, regulations, or policies regarding confidential information.
- 4.8 The County may monitor an employee's use of County-provided Internet, intranet, and email services, and may access an employee's email messages and computer files in its sole discretion, when there is a legitimate business purpose (including a non-investigatory work-related search or investigatory search of suspected work-related misfeasance). This includes access to email messages from an employee's personal email account, such as Hotmail or AOL, if the personal email is stored on the County's computer resources.
- 4.9 Upon the approval of the email user's department head and the CIO, system administrators in DTS or the email user's department may access an employee's email messages and computer files related to the employee's use of the County's Internet, intranet, and email services. The existence of privately held passwords and "message delete" functions do not restrict or eliminate the County's ability or right to access this information.
- 4.10 The County may monitor or control the flow of Internet/intranet and email traffic over the County's network for security or network management reasons, or for other legitimate business purposes.
- 4.11 The County may be compelled to access and disclose to third parties messages sent over its Internet, intranet, or email systems, in accordance with the Maryland Public Information Act (MPIA), Maryland Code Ann., State Gov't §§ 10-611 to 10-628 (1998 Repl. Vol.). The MPIA applies to an electronically stored email message or a hard copy of the message in the custody and control of a public officer or employee, if the message is related to the conduct of public business. 81 Op. Att'y Gen, Op No. 96-016, 1996 WL 305985 (1996).



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-1

PAGE 5 OF 8

DATE 9/2/10

CAO APPROVAL

FK

TITLE

Use of County-Provided Internet, Intranet, and E-mail Services

RESPONSIBILITIES

5.0 Department of Technology Services

- A. Provide a 24-hour, 7 day-a-week secure, high-speed enterprise connection to Internet, intranet, and email services.
- B. Notify users of County-provided Internet, intranet, and email services when those services will be unavailable for system or network maintenance.
- C. Provide operating system and anti-virus software for all County-owned PCs, and manage software configurations, including operating system and anti-virus, for all County-owned PCs connected to the County's network.
- D. Accept help desk calls when a County employee or department notes a problem with County-provided Internet, intranet, or email services, and distribute information, updates, and/or resolutions, as appropriate.
- E. Maintain the current version of this administrative procedure, in accordance with Administrative Procedure 6-6, Information Technology Policies and Procedures Manual.
- F. Provide CIO approval or denial of a department head's request to monitor an employee's use of County-provided Internet, intranet, and email services, or to access an employee's email messages and computer files.
- G. Provide information to a department head regarding an employee's use of County-provided Internet, intranet, and email services, when directed by the CIO to do so.

5.1 Department

- A. Ensure that employees are informed of, and comply with, this administrative procedure.
- B. Responsible to ensure the appropriate use of department resources, including IT and official employee time.
- C. Ensure that this administrative procedure is incorporated by reference into all contracts in which the County is to provide contractors or volunteers with the use of its Internet, intranet, or email services to conduct the County's business, and that all contractors and volunteers are bound to comply with this administrative procedure.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-1

PAGE 6 OF 8

DATE 9/2/10

TITLE

Use of County-Provided Internet, Intranet, and E-mail Services

CAO APPROVAL

PK

- D. Pay the cost of ISP services or remote access connections that it approves for non-networked PCs.
- E. Manage the configuration of anti-virus software for non-networked, County-owned PCs, and obtain from DTS any necessary anti-virus software.
- F. Through DTS or departmental IT staff, ensure that the operating system on PCs have software updates in accordance with County information technology policies and procedures.
- G. A Department head must seek approval from the CIO prior to monitoring or accessing an employee's electronically-stored email messages or computer files, or any other electronically-stored information available related to the employee's use of the County's Internet, intranet, and email services.

5.2 County Employees

- A. Keep apprised of the latest version of this administrative procedure.
- B. Ensure use of County-provided Internet, intranet, and email services is in accordance with this administrative procedure.
- C. Must not access another user's email account without authorization from the department director or the employee to whom the email account is assigned.
- D. Obtain department approval prior to acquiring a County-provided ISP connection for a non-networked PC.
- E. In accordance with County information technology policies and procedures, obtain approval from the CAO before sending a broadcast email to all, or the majority of, County email users.

PROCEDURE

6.0 Employee Abide by this administrative procedure as it relates to the use of Internet, intranet, and email services.

6.1 Department Ensure that all employees are informed of and abide by this administrative procedure.

ISP Connection on Non-Networked Computer

6.2 Employee Request approval from department for the acquisition of a County-provided ISP connection for a non-networked PC.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-1

PAGE 7 OF 8

DATE 9/2/10

TITLE

Use of County-Provided Internet, Intranet, and E-mail Services

CAO APPROVAL

FIL

6.3 Department Approve or disapprove of the employee's request for a County-provided ISP connection for a non-networked PC.

Pay the costs of any approved ISP services that result from the employee's request.

Broadcast email

6.4 Employee Request approval from department for sending a broadcast email to all, or the majority of County employees.

6.5 Department Request approval from the CAO prior to permitting an employee to send a broadcast email to all, or the majority of, County employees.

6.6 CAO Approve or disapprove requests to send County-wide broadcast email messages.

Monitoring and Accessing Use

6.7 Department Determine if there is a legitimate business purpose to monitor an employee's use of County-provided Internet, intranet, and email services, or to access an employee's email messages or computer files.

If there is a legitimate business purpose to monitor an employee's use of County-provided Internet, intranet, and email services, the department head must request in writing to the CIO for approval to monitor an employee's use of County-provided Internet, intranet, and email services or to access an employee's email messages or computer files.

6.8 CIO Approve or disapprove a department head's request for monitoring or accessing an employee's email messages or computer files.

6.9 DTS For approved requests, provide appropriate information to the requesting department head.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-1

PAGE 8 OF 8

DATE 9/2/10

TITLE

Use of County-Provided Internet, Intranet, and E-mail Services

CAO APPROVAL

FK

DEPARTMENTS AFFECTED

7.0 All County Departments.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-7

PAGE OF
1 13

DATE
5/4/2005

CAO APPROVAL

SR

TITLE

Information Resources Security

Attachment C

PURPOSE

- 1.0 To establish a procedure that ensures the County's electronic data assets are protected from theft, unauthorized destruction, use, modification, or disclosure.

DEFINITIONS

- 2.0 Access Point – This is a means of connection between networks, or between a network and a user device. Some examples of an access point are a wireless hub or device, a modem, a cable modem, a DSL (Digital Subscriber Line) connection, an ISDN (Integrated Services Digital Network) line, A VPN (Virtual Private Network) service, and a router or other device with more than one network interface between two or more subnets.
- 2.1 Computer Security Guideline - A document that defines security procedures and standards, which is located under the on-line address at:
http://portal.mcgov.org/dpttpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp
- 2.2 County Information Resources – A Montgomery County-owned, leased, or licensed computer, peripheral, network, system, or software element or package, and information transmitted, received, or stored using a County-owned, leased or licensed computer, peripheral, network, system, or software element or package.
- 2.3 Department of Technology Services (DTS) - A department in the executive branch that is responsible for automated information systems and telecommunications technology for the County Government.
- 2.4 Disaster Recovery Guideline - A document that describes the Information Technology steps taken for a disaster recovery, which is located under the on-line address at:
http://portal.mcgov.org/dpttpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp
- 2.5 Digital Subscriber Line (DSL) - A family of technologies that provide a digital connection over the copper wires of the local telephone network.
- 2.6 Extended Network – A permanent or semi-permanent physical extension of the County's computer network to a non-County facility that is used by County and non-County employees to access County Information Resources.
- 2.7 Incident Response Guideline - A document that describes the policy for handling security incidents, which is located under the on-line address at:
http://portal.mcgov.org/dpttpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp
- 2.8 Information – Data stored, processed, or transmitted by or to a computer, Personal Data Assistant (PDA) or any other device.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 6-7

PAGE 2 OF 13

DATE 5/4/2005

CAO APPROVAL

TITLE

Information Resources Security

- 2.9 Information Technology Staff – An employee who is responsible to deploy, manage, administer, program, maintain or dispose of the County's computers, peripherals, networks, or software. This does not include staff that simply uses a computer, peripheral, network, data, or software to complete a job responsibility.
- 2.10 Integrated Services Digital Network (ISDN) – Type of circuit switched telephone network system, designed to allow digital (as opposed to analog) transmission of voice and data over ordinary telephone copper wires, resulting in better quality and higher speeds, than available with analog systems.
- 2.11 Network – Transmission channels and all supporting hardware and software interconnecting the County's computers and peripherals.
- 2.12 Network Equipment – Goods necessary for network communications, including routers, hubs, switches, network Interface cards, firewalls, and bridges.
- 2.13 PC – Personal computer.
- 2.14 Peripheral – Any hardware device connected to a computer (e.g., a monitor, keyboard, printer, Universal Serial Bus device, plotter, disk or tape drive, graphics tablet, scanner, joy stick, or mouse).
- 2.15 Privileged Account – A logon identification to the network with access exceeding the standard access given to employees.
- 2.16 Redundant Array of Independent Disks (RAID) – a system of using multiple hard drives for sharing or replicating data among the drives.
- 2.17 Risk Assessment Guideline - A document that defines how to assess a risk to data or County Information Resource, which is located under the on-line address at:
http://portal.mcgov.org/dptmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp.
- 2.18 Sensitive Information – Any information considered sensitive by law or County policy, including criminal justice, payroll/personnel, client or patient medical information.
- 2.19 System – A set of hardware and software that processes data in a meaningful way. A relatively simple computer system is a personal computer (PC).
- 2.20 System Administrator – An employee, either from DTS or another department, who is responsible for assigning and maintaining access rights (approvals) for privileged accounts.
- 2.21 Virtual Private Network (VPN) – A VPN is a network that uses encryption and other security methods to create a secure network on top of a non-secure and often public network.

POLICY

- 3.0 An employee must protect information resources commensurate with its level of sensitivity and applicable legal and County policy mandates for that particular type of information.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 6-7

PAGE 3 OF 13

DATE 5/4/2005

CAO APPROVAL

TITLE

Information Resources Security

- 3.1 An employee must limit private use during his or her access to a County Information Resource, and normally use County Information Resources only to complete his or her work-related responsibilities.
- 3.2 A County Information Resource must have adequate environmental protection and safety systems, in accordance with manufacturer recommendations.
- 3.3 An employee may remove a County Information Resource from the County's premises only for business purposes and only upon the approval by appropriate personnel within the employee's department in custody of such resources.
- 3.4 Information that is critical to the County's operations must have regular backups and off-site storage. A department is responsible for having a critical County Information Resource disaster recovery plan, to provide for continuity of critical business operations and service delivery, in accordance with published DTS operating standards. The department must test the systems covered by the disaster recovery plan on a regular basis.
- 3.5 An employee and/or a department must follow the requirements listed under Paragraph 4.31 of this administrative procedure to have remote access to County Information Resources.
- 3.6 A County employee who violates this administrative procedure may be subject to disciplinary action, in accordance with Montgomery County laws and executive regulations, including Personnel laws and regulations, and Ethics Laws, currently codified at Chapter 33, COMCOR Chapter 33, and Chapter 19A of the County Code, respectively, and applicable collective bargaining agreements, as amended. Violation of this procedure is prohibited and may lead to disciplinary action, including dismissal, and other legal remedies available to the County.
- 3.7 In any contract where a contractor or business partner may have remote access to, or otherwise work on or interface with, County Information Resources, including those situations described below in paragraphs 4.11 (G), 4.12, 4.14 (E), 4.30, 4.31 (E) and 5.1 (C), the following language, or language of similar import, must be included in the solicitation document and the contract, and AP 6-7 must be attached:

This Contractor may be afforded remote access privileges to County information resources, or otherwise work on or interface with County information resources, and must ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). The Contractor must adhere to any and all policies and procedures under, or related to, the County's Information Resources Security Procedure (AP 6-7), which is expressly attached to, incorporated by reference into, and made a part of, this contract.

GENERAL

- 4.0 DTS must configure and install all access points connected to a County Information Resource.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 6-7

PAGE 4 OF 13

DATE 5/4/2005

CAO APPROVAL

A handwritten signature in black ink, appearing to be "SR", written over the "CAO APPROVAL" text.

TITLE

Information Resources Security

- 4.1 DTS must install County network access controls (e.g., firewalls, boundary routers, etc.) to protect County Information Resources.
- 4.2 DTS will perform periodic (e.g., daily, bi-annual, etc.) security vulnerability audits on all County Information Resources in accordance with this administrative procedure.
- 4.3 Any Information or Information Resource that is contained in or stored on County Information Resources, or transmitted or received using County Information Resources, is the property of the County and, therefore, is not considered private.
- 4.4 The following are required to protect the identification and authentication of users of a County Information Resource:
 - A. Employees must, at a minimum, use identification controls and individual access accounts with passwords, to gain access to a County Information Resource.
 - B. Employees must not share identification controls.
 - C. Employees must limit privileged account use to specific functions, e.g. loading software, and may not be used on a continual basis apart from the intended function.
 - D. Account lockout procedures must conform to County Computer Security Guidelines.
 - E. DTS must terminate an employee's access to County Information Resources, immediately, when the employee is no longer employed in County service, or when an employee's responsibilities no longer require access to County Information Resources. DTS must terminate a contractor's access to County Information Resources, immediately, when the contractor's services is no longer required. Departments have this same responsibility for computer/device accounts under their control.
 - F. DTS must test password quality on a periodic basis. If a password is found to be weak as defined in the Computer Security Guideline the user must change the password.
 - G. Departments must disable any unused network logon ids.
- 4.5 The following are requirements to protect Sensitive Information:
 - A. An employee must not store Sensitive Information on a PC, unless DTS-approved PC security software is installed in the PC. A current list of DTS-approved PC security software is contained in the County Security Guidelines.
 - B. DTS may enable an employee to have access to Sensitive Information, only on the condition that the employee requires that Sensitive Information to perform the employee's responsibilities for the County.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 6-7

PAGE 5 OF 13

DATE 5/4/2005

CAO APPROVAL

TITLE

Information Resources Security

- C. An employee who has Sensitive Information stored on electronic media, or in any physical format, such as paper or fiche, is responsible for locking the information in a secure area when not in use, and deleting, reformatting, or shredding that Sensitive Information when it is no longer needed.
- D. After using a PC terminal, an employee must not leave the PC terminal while Sensitive Information is displayed on the screen. An employee must never leave Sensitive Information on the computer terminal unattended; if necessary the department must install a screen-locking feature on the PC that blanks the screen until the correct password is entered.
- E. The warning banner, as described in the County Security Guidelines, must be displayed on monitors, before employees are granted permission to access the computer system. An employee must have explicit permission from DTS in order to access or configure a computer device. All activities performed on a County Information Resource may be logged.

4.6 DTS requires that an information system joining the County network meet minimum security requirements as defined in the Computer Security Guidelines, unless an exception is granted by DTS.

4.7 The following are requirements when installing software security upgrades on County Information Resources:

- A. A department is responsible for applying critical security patches, specified by the software vendor, for computer systems within 30 days after public release. For systems containing Sensitive Information or systems accessible via the Internet, a department is also responsible for applying critical security patches, within seven days of public release.
- B. During emergency situations, the DTS Security Office may require that all computer systems immediately receive patches.
- C. Departments must apply non-critical security patches to all County Information Resources other than computer systems within 90 days after public release.
- D. If, due to incompatibility or other issues, a critical security patch cannot be applied, a department must submit an exception report, in writing, to the DTS Security Office.
- E. The DTS Security Office must periodically verify software revision and patch levels for all County systems.

4.8 The following are requirements when using computer viral controls:

- A. A department must install and run a DTS-approved, centrally administered, anti-virus application, using a DTS-approved configuration on all Information Resources that connect to the County network. A department must utilize the automatic updates, if available.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.	6-7
PAGE	OF
6	13
DATE	5/4/2005
CAO APPROVAL	<i>[Signature]</i>

TITLE
Information Resources Security

- B. DTS and departments must protect County Information Resources by using an anti-virus program with virus definition no older than two weeks and having current approved software security updates applied to the County Information Resources.

4.9 The Department of Technology Services will do the following to audit County Information Resources:

- A. Audit and review information resources on a regular basis, based on the sensitivity of the information or systems.
- B. Log, and keep for a period of at least one year, records of unauthorized attempts to access Sensitive Information.

4.10 A department must install and run a DTS-approved, centrally administered, anti-spyware application, using a DTS-approved configuration on all Information Resources that connect to the County network. A department must utilize the automatic updates, if available.

4.11 The following are requirements when accessing a non-County controlled network from within the County's network:

- A. The right to use remote access services must be in accordance with AP 6-1, Use of County-provided Internet, Intranet, and Electronic Mail Services.
- B. Access to remote access services must comply with the remote network owner's security and use policies.
- C. A user that requires, and seeks to obtain, a modem at his/her workstation for remote access must receive approval from the DTS Security Office.
- D. Encryption and authentication of any County Information Resource is required, if Sensitive Information is to be transmitted over public phone lines, the Internet, or wirelessly.
- E. Sensitive information may not be stored on non-County controlled resources unless the department follows DTS procedures, County Security Policy, and all Federal, State and County laws and policies.
- F. All VPN clients or any tunneling devices installed within the County network must be approved by DTS Security Office.
- G. In order for a contractor to be afforded remote access privileges, the contractor must follow the same security requirements detailed in this administrative procedure and any other County Information Resource procedures. A department must include the Information Resources Security requirements noted in this administrative procedure in, or attach this administrative procedure to and incorporate it by reference into, any contract to which this administrative procedure applies.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-7

PAGE OF
7 13

DATE
5/4/2005

CAO APPROVAL

TITLE

Information Resources Security

- 4.12 The following must be met for a contractor or business partner facility to work on an extended network:
- A. All network connections between a contractor or business partner and the County must meet the same security requirements detailed in this administrative procedure and the Computer Security Guidelines. The contractor or business partner must agree to implement, comply with, and enforce all County security policies and guidelines. A department must include the Information Resources Security requirements noted in this administrative procedure in, or attach this administrative procedure to and incorporate it by reference into, any contract to which this administrative procedure applies.
 - B. Failure by contractor or business partner to maintain full compliance with the County's security policies may result in immediate termination of the connection, and may be the cause for cancellation of any contract between the County and the contractor/business partner.
- 4.13 A department must do the following for the vulnerability, assessment, and remediation of County systems:
- A. Conduct risk assessments and remediation on County Information Resources on a regular basis, commensurate with the level of sensitivity of the information, according to the Risk Assessment Guideline.
 - B. Support DTS scans against common infrastructure, on a regular basis.
 - C. Remediate vulnerabilities on a timeline commensurate with the associated level of risk. (Refer to Incident Response Guideline).
 - D. Report all system or network installations to the DTS Security Office, prior to implementation.
 - E. Comply with County Computer Security procedures established by the DTS Security Office, when installing new software.
- 4.14 Departments must do the following to ensure the safety of County Information Resources and personnel.
- A. Create policies and ensure compliance to physically secure work areas.
 - B. Locate all new computer and communications centers in an area unlikely to experience natural disasters, serious or man made accidents, and related problems. New and remodeled facilities must be constructed to protect against fire, water damage, vandalism, and other threats that may occur. The location of multi-computer or communications facilities should be selected to minimize risk of damage.
 - C. Develop computer centers in consultation with DTS and the Department of Public Works and Transportation.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 6-7

PAGE 8 OF 13

DATE 5/4/2005

CAO APPROVAL
SR

TITLE
Information Resources Security

- D. Notify the Department of Public Works and Transportation if changes in facilities are needed or if changes to plans are required.
- E. A department must include the requirements of this administrative procedure in any contract to which this administrative procedure applies.

4.15 The Department of Public Works and Transportation must do the following to ensure the safety of County Information Resources and personnel:

- A. Use environmental controls, including those related to humidity, temperature, and lighting, to protect all equipment.
- B. Install fire detection and suppression equipment, as required by County, Federal and State law.
- C. Periodically, inspect environment and safety systems by qualified personnel.
- D. Use electrical protections on County Information Resources, commensurate with the importance of the County Information Resource.
- E. Ensure the area is structurally sound.
- F. Ensure a physically secure infrastructure envelope exists.
- G. Develop computer centers in consultation with DTS.

4.16 Departments and the DTS Security Office must do the following to ensure that access to County Information Resources is secure, by taking measures that include the following:

- A. Physically restrict unauthorized personnel from accessing County buildings, computer labs, offices, and work areas containing County Information Resources, including related equipment.
- B. Permit only authorized personnel to have access to servers and wiring closets.
- C. Restrict access to magnetic tape, disk, and documentation libraries to only employees whose responsibilities require access to them.

4.17 A department must do the following when moving or removing County Information Resource equipment owned or managed by DTS:

- A. A departmental director or designee must receive approval from DTS to remove County Information Resources, which may occur only for DTS-approved business purposes. A department must provide the reason(s), in writing, for moving or lending the equipment. A department that has received approval to remove equipment so it may be repaired provided the department complies with DTS-approved repair processes and retains a receipt for the equipment from the repair provider.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 6-7

PAGE 9 OF 13

DATE 5/4/2005

CAO APPROVAL

A handwritten signature in black ink, appearing to be "SR", written over the "CAO APPROVAL" text.

TITLE

Information Resources Security

- B. Do not relocate computer equipment without prior authorization from the appropriate DTS management and/or technical support staff.
- C. Use a sign-out procedure, approved by information resource owners, for all shared resources.

4.18 A department must do the following when installing copyrighted software:

- A. Not make, use or display unauthorized copies of licensed software on County Information Resources.
- B. Periodically, take an inventory of all software to determine if the software is properly licensed.
- C. If an illegal copy of software is found, promptly acquire a license for the software or delete the software from the system, immediately. Document the discovery, licensure, or deletion of any illegal copy of software found.

4.19 Violation of this administrative procedure may result in adverse consequences, including fines to the County by the Software and Information Industry Association, or an indemnification or disciplinary action against the responsible employee.

4.20 A user of County Information Resources must not disable or modify security measures installed on any computer for any reason, without permission from appropriate DTS staff.

4.21 A user of County Information Resources must be trained in information security awareness, security threats, organizational policy issues, and the security aspects of the specific systems that the employee's department uses.

4.22 A department must do the following when designing or repairing a network server:

- A. Place service contracts with the hardware vendor for repair/service for critical production systems, if possible. Contracts must specify response times for service, if possible.
- B. Use backup or failover devices for critical network systems, if possible.
- C. Place back-ups of County Information Resources at a physically separate, environmentally-controlled facility.

4.23 A department is responsible for the following when backing up County Information Resources:

- A. Back-up crucial data and files frequently, and retain at least the last three back-up copies. The backing up of data is to be commensurate with the frequency of change of the data and the importance of recovering the lost data in a timely manner.
- B. Back-ups must be at a physically separate, environmentally controlled facility.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.
6-7

PAGE OF
10 13

DATE
5/4/2005

TITLE

Information Resources Security

CAO APPROVAL

C. All media used to store sensitive, valuable, or critical information for longer than six months must not be subject to rapid degradation. This information must be copied to newer media when the time limits suggested by the manufacturer are close to expiration.

D. Additional protections, such as RAID technology and hardware redundancy, should be used for appropriate, mission-critical applications.

4.24 A department is responsible for the following when establishing a disaster recovery plan for its data:

A. Develop a detailed disaster recovery and continuity of operations plan for County Information Resources.

B. A department that wishes to be supported by DTS, in the event of an emergency or disaster, must implement hardware and software policies and related procedures consistent with DTS standards. DTS staff is available to work with departments and offices to ensure compliance with DTS standards. (Refer to the Disaster Recovery Guidelines).

4.25 A department must develop a detailed plan to shut down each device in a computer center quickly, in the event of an emergency.

4.26 A department may be exempt from this administrative procedure under the following conditions:

A. The department must request exemption from this administrative procedure and receive written approval from the DTS Security Office. A detailed reason for the exception must be included, as well as the business purpose for the exception and additional precautions that will be taken to reduce the risk to the County network if the exception is granted. Examples of additional security precautions may include restricting Internet access and eliminating floppy disk and CD drives on the PC, or disconnecting from the County network.

B. A department that complies with the aforementioned section, and includes in its reason(s) for exemption that it has some older computer platforms in use that lack the capability to implement the security procedures outlined in this document. In this event, a department must purchase upgrades or replacements to these computer platforms as soon as possible, and, until this occurs, all Sensitive Information must be moved off these computers.

4.27 Employees may use County Information Resources only as follows:

A. For County business purposes, as provided under Paragraph 3.1 of this procedure and in accordance with AP 6-1, Use of Internet, Intranet, and E-mail Services, employees are responsible for using County Information Resources responsibly and to follow all related policies, regulations, security requirements, and laws.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 6-7

PAGE 11 OF 13

DATE 5/4/2005

CAO APPROVAL

TITLE

Information Resources Security

- B. Sign a confidentiality agreement in accordance with any policy, regulations, or laws.
- C. Any use of County Information Resources, including the Internet, intranet, email, computers, or peripherals is subject to the County's review, copying, storing, archiving, and monitoring for violation of policies, regulations, and local, state or federal laws.
- D. Montgomery County is not responsible for maintenance, damage, or loss of personally-owned computers, data, or peripherals used by employees in the work place.

4.28 An employee must use County Information Resources responsibly and professionally, and must not use County information resources in a manner that violates any federal, State of Maryland, or Montgomery County law, regulation, or policy, including this administrative procedure.

4.29 Employee orientations within the departments must include a requirement that employees take appropriate security precautions to protect County Information Resources, commensurate with the level of the employee's job, and the sensitivity level of the information the employee is required to use.

4.30 This administrative procedure applies to contractors, vendors, and volunteers who connect their computers to the county network. A department must include the requirements of this administrative procedure in any contract to which this administrative procedure applies. In addition all contractors, vendors and volunteers must comply with County Security Guidelines.

4.31 To have remote access to County Information Resources, an employee and/or a department must do the following:

- A. An employee must receive written approval from the County Information Resource custodian and the DTS Security Office to have access County Information Resources from a non-County location, such as an employee's home or contractor's network. This written approval will be in an e-mail sent after the VPN request form is approved.
- B. Before a department may purchase or install a remote access connection, the department must request and receive DTS Security Office approval, in writing, for the purchase or installation of a remote access connection.
- C. Remote access of County Information Resources must be in accordance with AP6-1, Use of County-provided Internet, Intranet, and Electronic Mail Services.
- D. Encryption and authentication of any County Information Resource is required, if Sensitive Information is to be transmitted over public phone lines, the Internet or wirelessly.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.	6-7
PAGE	OF
12	13
DATE	5/4/2005
CAO APPROVAL	

TITLE

Information Resources Security

- E. In order for a contractor to be granted remote access privileges, the contractor must follow the same security requirements detailed in this administrative procedure and any other County Information Resource procedures. A department must include this requirement in any contract to which this provision applies.
- F. Sensitive Information may not be stored on non-County controlled resources unless following Department and DTS procedures and the County Security Guidelines and all Federal, State and County laws and policies.

RESPONSIBILITIES

5.0 Department of Technology Services

- A. Maintain County information security policies appropriate for best business practices relating to the changing information security requirements of an enterprise network.
- B. Conduct security scans and vulnerability testing to identify vulnerabilities in the County Information Resource network.
- C. Advise departments on information security issues and assist them in the remediation of identified vulnerabilities.
- D. Assist departments in the design of County Information Resource networks, to ensure a secure architecture.
- E. Identify resources for security awareness training.
- F. Function as the point of contact for County Information Resource-related security incidents.
- G. Maintain an awareness of County Information Resource security threats and countermeasures.

5.1 Department

- A. Become familiar with the County Information Technology Security Administrative Procedure.
- B. Provide appropriate employees training to perform County Information Resource-related job functions, in compliance with County information technology security procedures.
- C. Incorporate and include this administrative procedure as part of any contract in which the County is to provide a contractor or its agents or employees access to the County Information Resources network.
- D. Cooperate with DTS staff in the vulnerability testing and remediation process of department-operated County Information Resources assets.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO.	6-7
PAGE	OF
13	13
DATE	5/4/2005
CAO APPROVAL	<i>SR</i>

TITLE
Information Resources Security

5.2 Employee

Use County Information Resources for County business purposes and in compliance with this administrative procedure.

PROCEDURE

6.0 Department of Technology Services

Provide departments with security policies and procedures and consulting expertise needed to maintain a secure and available County Information Resources network.

Promote County Information Resources security awareness training.

Scan the entire County Information Resources network periodically for known vulnerabilities and initiate remediation as required.

Provide leadership in resolving County Information Resources security incidents and preventing incidents where possible.

6.1 Department

Enforce employee compliance with this administrative procedure.

Train employees on department specific security policies and procedures.

Assist DTS staff with maintaining the department Information Resources in a secure environment and in compliance with County security policies.

DEPARTMENTS AFFECTED

All County Departments.

APPROVED AS TO FORM AND LEGALITY.

OFFICE OF COUNTY ATTORNEY

BY *Richard H. McQuinn*

DATE 4/25/05

Open Solicitation #
ATTACHMENT G-1

INDEPENDENT CONTRACTOR
ACKNOWLEDGMENT

I understand that I am an independent contractor of _____, performing the services specified in the Request for Services (RFS) developed pursuant to this Contract for the term specified in the RFS, under a subcontract with _____, and I am not an employee of Montgomery County for any purpose. For example, I am not entitled to any rights of an employee of Montgomery County such as vacation and sick leave, retirement and health benefits, and merit system protections.

I understand that I may not represent myself as an employee of the County in any interaction with the public, other contractors, or County employees. I understand that I may not set policies for the County or independently interpret County policies. I understand that in situations where I may be mistaken for a County employee, I have an obligation to disclose that I am not a County employee, but that I am working for a County contractor.

I understand that failure to perform in accordance with the RFS may result in termination of my assignment to Montgomery County.

I understand that I will not have any federal, State, or local tax, FICA or Medicare withheld from County payments to _____. As an independent contractor of _____, payment of all fringe benefits, social security, and federal, state, or local taxes is my sole responsibility.

Signature

Name (Print)

Date

Witness

ATTACHMENT G-2

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT

I understand that I am an employee of _____, performing the services specified in the Request for Services (RFS) developed pursuant to this Contract for the term specified in the RFS, and I am not an employee of Montgomery County for any purpose. For example, I am not entitled to any rights of an employee of Montgomery County such as vacation and sick leave, retirement and health benefits, and merit system protections.

I understand that I may not represent myself as an employee of the County in any interaction with the public, other contractors, or County employees. I understand that I may not set policies for the County or independently interpret County policies. I understand that in situations where I may be mistaken for a County employee, I have an obligation to disclose that I am not a County employee, but that I am working for a County contractor.

I understand that failure to perform in accordance with the RFS may result in termination of my assignment to Montgomery County.

Signature

Name (Print)

Date

Witness